

BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM SUMMARY

Meeting Date: February 19, 2003

Division: Growth Management

Bulk Item: Yes X No

Department: Environmental Resources

AGENDA ITEM WORDING: Approval for a Grant Conservation Easement for Lot 32, Block 7 Harbor Course South Section 3 & Pt. Tract A, Ocean Reef. RE# 00573710-003200

ITEM BACKGROUND: none

PREVIOUS RELEVANT BOCC ACTION: none

CONTRACT/AGREEMENT CHANGES: none

STAFF RECOMMENDATIONS: approval

TOTAL COST: \$28.50

BUDGETED: Yes N/A No

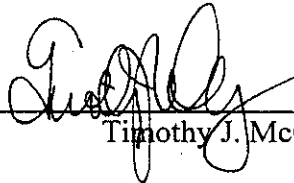
COST TO COUNTY: None

SOURCE OF FUNDS: Mr. & Mrs. Davidson

REVENUE PRODUCING: Yes No X **AMOUNT PER MONTH** **Year**

APPROVED BY: County Atty X OMB/Purchasing N/A Risk Management N/A

DIVISION DIRECTOR APPROVAL:



Timothy J. McGarry, AICP

DOCUMENTATION: Included X To Follow Not Required

DISPOSITION:

AGENDA ITEM # 41



Grant of Conservation Easement

THIS AGREEMENT is made this _____ day of _____, 20____ by and between

Barry and Paula Davidson

whose address is 6493 Sunset Drive, Miami, Florida 33143

County of Miami-Dade State of Florida, (Grantor) and Monroe County, a political subdivision of the State of Florida, whose address is 5100 College Road, Stock Island, Key West, Fl 33040 (Grantee).

The parties recite and declare:

The Grantor is the owner of certain real property commonly known as

437 South Harbor Drive, Key Largo Florida 33037

(the servient estate), more particularly described as follows: (Legal description) Lot 32 Block 7

Harbor Course South Section 3 & Pt. Tract A, Ocean Reef Plat #18, PB 7 Pg. 53

RE# 00573710-003200

The Grantor desires to develop the servient estate as (describe project):

A single family home as shown in permit 01-3-871

The servient estate contains (describe relevant natural features):

Moderate Quality Low Elevation Tropical Hardwood Hammock

The Grantee is a general purpose political subdivision of the State authorized and required to regulate and control the use of real property through land development regulations in order to protect the public health, safety and welfare. Sec. 9.5-336 of the Grantee's land development regulations requires that

certain areas of the servient estate be retained as open space and preserved in their natural condition if the servient estate is to be developed as a single family home

The parties agree as follows:

1. Grant of easement.

In consideration for a development permit for a single family home and in order to comply with Sec. 9.5-336, Monroe County Code, the Grantor hereby grants to Grantee the easement described below.

2. Character of the easement and governing law.

This easement is a conservation easement under Sec. 704.06, Fla. Stat. and is to be governed by, construed and enforced in accordance with that statute and with the applicable laws of the State of Florida.

3. Location of the easement. (metes and bounds description of the open space area)

a. The conservation easement is located as follows
as shown in Exhibit A attached

b. The location of the easement is also described in the diagram attached to this instrument as Exhibit "A" and, by reference, made a part of as fully and to the same effect as if set forth in this instrument in its entirety.

4. Restraints imposed by the Conservation Easement.

The conservation easement granted by this instrument imposes the following restrictions on the future use of the servient estate within the easement area:

a. No removal, trimming or pruning of trees, shrubs, or other vegetation (except non-native vegetation whose removal is authorized by the Grantee's biologist).

b. No acts that are detrimental to wildlife or wildlife habitat preservation.

c. No excavation, dredging, or removal of loam, peat gravel, soil, rock, or other material substances in such manner as to affect the surface.

d. No activities detrimental to drainage, flood control, water conservation, erosion control and soil conservation.

e. No dumping or placing of soil or other substance or material as landfill or dumping or placing of trash, waste, or unsightly or offensive materials.

f. No planting of non-native plants.

5. Terms and persons bound.

This conservation easement is perpetual, runs with the land and is binding on all present and subsequent owners and mortgagees of the servient estate. Grantor represents that the mortgagee(s), if any, whose consent is attached hereto, is (are) the only mortgagee(s) having a security interest in the servient estate.

6. Entire Agreement.

This agreement constitutes the entire agreement between the parties and any prior understanding or representation of any kind preceding the date of this agreement is not binding upon either party except to the extent incorporated in this Agreement.

7. Modification of Agreement.

Any modification of this Agreement or additional obligation assumed by either party in connection with this Agreement is binding only if evidenced in writing and signed by an authorized representative of each party and by any mortgagee.

8. Attorney's fees.

In the event of any controversy, claim or dispute arising under this instrument, the prevailing party is entitled to recover reasonable attorney's fees and costs.

9. Entry of Grantee's representative on the servient estate.

The Grantee's representative on the servient estate, after first furnishing the Grantor no less than 24 hours notice for the purposes of inspection to determine the Grantor's compliance with this Agreement.

10. Notice.

Any notice provided for or concerning this Agreement must be in writing and is sufficiently given when sent by certified or registered mail, or via an equivalent service furnished by a private carrier, to the respective address of each party as set forth at the beginning of this Agreement.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals the day and year first above written.

(SEAL)

ATTEST: DANNY L. KOLHAGE, CLERK

BOARD OF COUNTY COMMISSIONERS
OF MONROE COUNTY, FLORIDA (Grantee)

By _____

Deputy Clerk

By _____

Mayor/Chairman

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

BY

Attorney's Office

Signature of witness

Vance E. Seiter

Printed name of witness

Karen Clements

Signature of witness

Karen Clements

Printed name of witness

Grantor

Barry O Davidson

Printed name of Grantor

Grantor

Paula M Davidson

Printed name of Grantor

STATE OF FLORIDA
COUNTY OF ~~MONROE~~ MIAMI-DADE

BEFORE ME, the undersigned authority, personally appeared Barry Davidson & Paula Davidson
and _____, who are personally known to me, ~~or have produced~~

_____ and _____, respectively
as identification.

Sworn to and subscribed before me this 5th day of December, 2002.

Typed Notary Name and Number

Nancy E. Freinberg
Notary Signature and Seal



Nancy E. Freinberg
MY COMMISSION # CC832072 EXPIRES
July 13, 2003
BONDED THRU TROY FAIR INSURANCE, INC.

(If Applicable)

GIBRALTAR BANK

(Name of Mortgagee)

, whose address is

220 ALHAMBRA CIRCLE

, City of COON GABLES

County of DADE, State of FLORIDA

having a record interest in the lands described in the Conservation Easement Agreement between

BARRY DAVIDSON

PAULA DAVIDSON

Grantor, and Monroe County, Florida, Grantee, hereby joins in, consents,

LOT 32 BLOCK 7 HARBOR COURSE SECTION 3
+ PT. TACT A, OCEAN REEF PLAT #18 PG 7 OF 53

and ratifies that Conservation Easement at RE# 00573710-003200 on the date indicated

below.

(Place of Execution)

[Signature]
Witness
Witness

[Signature], Mortgagee
SVP

STATE OF FLORIDA

COUNTY OF MONROE

SWORN TO AND SUBSCRIBED before me this 6th day of Dec

2002, by Rosa Gossman, who is personally known to me or has produced
personally known as identification.

Cheryl Gunter

Typed Notary Name and Number

CC 905262

[Signature]

Notary Signature and Seal



EXHIBIT A

LEGAL DESCRIPTION

LOT 32, BLOCK 1, "HARBOR COURSE SOUTH, SECTION THREE, OCEAN REEF PLAT NO. 18," ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 1 AT PAGE 53 OF THE PUBLIC RECORDS OF MONROE COUNTY, FLORIDA.
AND
A PORTION OF HARBOR COURSE SOUTH, SECTION THREE, OCEAN REEF PLAT NO. 18, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 1, AT PAGE 53 OF THE PUBLIC RECORDS OF MONROE COUNTY, FLORIDA AND OF BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGIN AT THE NORTHEAST CORNER OF LOT 32, BLOCK 1, HARBOR COURSE SOUTH, SECTION THREE, THENCE N 09°58'09" W ALONG THE EXTENSION OF THE EASTERLY LINE OF SAID LOT 32 FOR 20.12 FEET, THENCE S 71°41'10" W FOR 113.9 FEET, THENCE N 79°51'31" W FOR 153 FEET, THENCE S 02°12'53" W FOR 20.18 FEET TO THE NORTHWEST CORNER OF SAID LOT 32, BLOCK 1, THENCE S 79°51'31" E ALONG THE NORTHERLY LINE OF SAID LOT 32, BLOCK 1 FOR 8.14 FEET, THENCE N 71°41'10" E ALONG THE SAID NORTHERLY LINE OF SAID LOT 32, BLOCK 1 FOR 13.12 FEET TO THE POINT OF THE BEGINNING. CONTAINING 13,685 SQUARE FEET, MORE OR LESS.

NOTE: ELEVATION O'-0" = +11'-1" ABOVE MEAN SEA LEVEL

RE * 00573710-003200

